


This instrument was prepared by:

Steven R. Parker  
Balch & Bingham LLP  
P. O. Box 306  
Birmingham, AL 35201  
(205) 226-8701

  
20130813000329640 1/6 \$41.00  
Shelby Cnty Judge of Probate, AL  
08/13/2013 11:40:12 AM FILED/CERT

STATE OF ALABAMA

}

}

COUNTY OF SHELBY

}

### **CORRECTION TO MORTGAGE**

**THIS CORRECTIVE MORTGAGE AMENDS THAT CERTAIN MORTGAGE DATED JULY 3, 2002 AND RECORDED JULY 10, 2002 AT INSTRUMENT NO. 20020710000319440 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA (THE "MORTGAGE"). SPECIFICALLY, THE MORTGAGE HAS BEEN AMENDED HEREBY TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION CONTAINED IN THE MORTGAGE WHICH MISDESCRIBES THE REAL PROPERTY. THIS CORRECTION TO MORTGAGE NEITHER ADDS ADDITIONAL INDEBTEDNESS, NOR CHANGES THE MATURITY DATE OF THE SECURED DEBT OR THE NOTE EVIDENCING THE SAME.**

**THIS MORTGAGE IS TO BE CROSS-REFERENCED WITH THE FOLLOWING INSTRUMENTS: (1) GENERAL WARRANTY DEED RECORDED ON JULY 24, 1986 IN BOOK 82, PAGE 672 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; (2) PETITION FOR PROBATE OF WILL RECORDED IN BOOK 90, PAGE 48 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; (3) PETITION FOR PROBATE OF WILL RECORDED IN BOOK 101, PAGE 662 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; (4) GENERAL WARRANTY DEED RECORDED ON NOVEMBER 18, 1993 IN INSTRUMENT NO. 1993-36758 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; (5) MORTGAGE RECORDED ON MARCH 21, 1995 IN INSTRUMENT NO. 1995-07258 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; (6) MORTGAGE RECORDED ON JANUARY 8, 1998 IN INSTRUMENT NO. 1998-00591 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; (7) RELEASE OF MORTGAGE RECORDED IN INSTRUMENT NO. 1998-04771 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; (8) MORTGAGE RECORDED ON JULY 10, 2002 IN INSTRUMENT NO. 20020710000319440 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; (9) RELEASE OF MORTGAGE RECORDED ON AUGUST 7, 2002 IN INSTRUMENT NO. 20020007000371620 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; (10) MORTGAGE RECORDED ON SEPTEMBER 8, 2004 IN INSTRUMENT NO. 20040908000500810 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA; (11) MORTGAGE RECORDED ON SEPTEMBER 8, 2004 IN INSTRUMENT NO. 20070417000177530 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA;**

**AND (12) SATISFACTION OF MORTGAGE RECORDED IN DECEMBER 18, 2006, IN INSTRUMENT NO. 20061218000614820, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

This Correction to Mortgage (this "Correction") is effective as of the date of July 3, 2006.


**FARIS P. OLDHAM AND LISA BUCKNER OLDAHM** (the "**Borrowers**") executed and delivered to **Homecomings Financial Network, Inc.**, predecessor in interest to **Nationstar Mortgage, LLC**, ("**Lender**"), a certain mortgage dated July 3, 2002, and recorded in the Office of the Judge of Probate for Shelby County, Alabama on July 10, 2002 in **Instrument No. 20020710000319440** (as amended and corrected, the "**Mortgage**").

**WHEREAS**, on December 30, 1997, the Borrowers, refinanced an existing mortgage from SouthTrust Bank of Alabama, N.A., with a mortgage in favor of Chase Manhattan Mortgage Corporation ("**Chase**"), encumbering the following real property:

A parcel of land in the NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Section 29, Township 20 South, Range 2 West, Shelby County, Alabama, described as follows:

Commence at the SE corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 29, Township 20 South, Range 2 West; thence North 0 degrees 49 minutes 08 seconds East along the east line of said  $\frac{1}{4}$   $\frac{1}{4}$  section a distance of 613.85 feet to the point of beginning; thence continue along the last described course and the east line of said  $\frac{1}{4}$   $\frac{1}{4}$  section a distance of 330.00 feet; thence North 89 degrees 10 minutes 52 seconds West a distance of 462.00 feet; thence South 0 degrees 49 minutes 08 seconds West a distance of 330.00; thence South 89 degrees 10 minutes 52 seconds East a distance of 462.00 feet to the point of beginning. Also a 20 foot ingress and egress described in Deed Book 1995, at Page 05669.

("Chase Mortgage"). The legal description contained in the Chase Mortgage described a 462' x 330' parcel of land, situated in Shelby County, Alabama, consisting of an approximate 3.5 acre portion of a 40-acre parcel owned by the Borrowers, having a street address of 127 Weatherly Way, Pelham, Alabama 35124 ("Property").

  
20130813000329640 2/6 \$41.00  
Shelby Cnty Judge of Probate, AL  
08/13/2013 11:40:12 AM FILED/CERT

**WHEREAS**, on July 3, 2002, the Borrowers, refinanced the Chase Mortgage with a mortgage in favor of the Lender, in exchange for a mortgage loan in the amount of \$146,000.00, encumbering the following real property:

The Northeast Quarter of the Northwest Quarter of Section 29, Township 20South, Range 2 West, LESS AND EXCEPT the following property:

Commence at the SE corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 29, Township 20 South, Range 2 West, thence North 0 degrees 49 minutes 08 seconds East along the East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 613.85 feet to the POINT OF BEGINNING; thence continue along the last described course and East line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section a distance of 330.00 feet; thence North 89 degrees 10 minutes 52 seconds West a distance of 430.00; thence South 0 degrees 49 minutes 08 seconds West a distance of 330.00; thence South 09 degrees 10 minutes 52 seconds East a distance of 430.00 feet to the point of beginning.

("the Mortgage"). While the purpose of the Mortgage was to encumber the Property described in the Chase Mortgage, an error was made in the legal description set forth therein. As a result of a typographical, clerical or other error, by mutual mistake and scrivener's error, the legal description contained in the Mortgage describes a 40-acre parcel owned by the Borrowers, "less and except" the Property, when it was the intent of the Borrowers and the Lender to describe and mortgage the Property, which is the parcel that has been the subject of each of the prior and subsequent refinancing mortgages. Moreover, the "less and except" language describing the Property, described a 430' x 330' parcel of land, instead of the actual dimensions of the Property, the dimensions of which are 462' x 330', consisting of approximately 3.5 acres.

**WHEREAS**, the undersigned desire to correct the Mortgage so that the legal description of the Property contained in the Chase Mortgage, which was refinanced with the Mortgage from the Lender, is attached to the Mortgage and made a part thereof.

**NOW, THEREFORE**, the Borrowers do hereby amend and correct the Mortgage to mortgage, grant, and convey, *nunc pro tunc*, to the Lender and the Lender's successors and

assigns, with power of sale, the Property in Shelby County, Alabama accurately described as follows:

A parcel of land in the NE ¼ of NW ¼ of Section 29, Township 20 South, Range 2 West, Shelby County, Alabama, described as follows:

Commence at the SE corner of the NE ¼ of the NW ¼ of Section 29, Township 20 South, Range 2 West; thence North 0 degrees 49 minutes 08 seconds East along the east line of said ¼ ¼ section a distance of 613.85 feet to the point of beginning; thence continue along the last described course and the east line of said ¼ ¼ section a distance of 330.00 feet; thence North 89 degrees 10 minutes 52 seconds West a distance of 462.00 feet; thence South 0 degrees 49 minutes 08 seconds West a distance of 330.00; thence South 89 degrees 10 minutes 52 seconds East a distance of 462.00 feet to the point of beginning. Also a 20 foot ingress and egress described in Deed Book 1995, at Page 05669.

The legal description of the Property above is hereupon deemed attached to the Mortgage and made a part thereof as "**Exhibit A**" thereto.

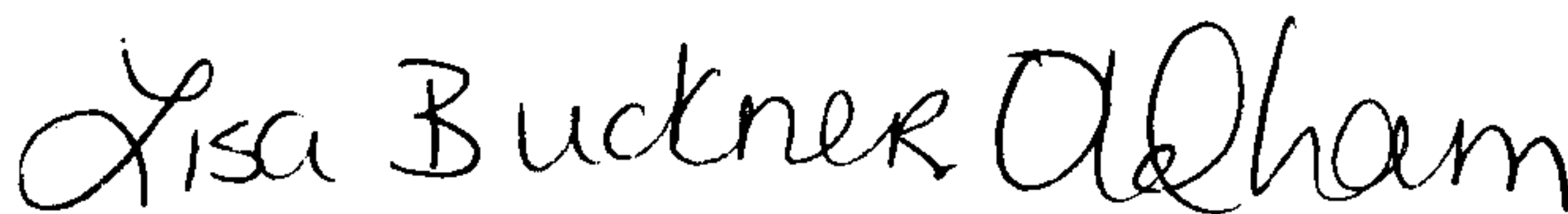
The undersigned do further adopt and incorporate by reference all terms and provisions of the Mortgage. Each representation and warranty contained in the Mortgage is hereby reaffirmed by the Borrowers as of the date hereof. Borrowers hereby represent, warrant and certify to the Lender that Borrowers have no offsets or claims against the Lender arising under, related to, or connected with the Mortgage or the indebtedness secured thereby.

**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be duly executed, intending the same to be effective as of July 3, 2002.

**BORROWERS:**



**FARIS PHILLIP OLDHAM**



**LISA BUCKNER OLDHAM**

STATE OF ALABAMA

COUNTY OF SHELBY

I, Allen Marchino, a notary public in and for said County, in said State, hereby certify that **Faris Phillip Oldham** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, she executed the same voluntarily.

Given under my hand this the 25<sup>th</sup> day of July, 2012, <sup>2013</sup>

  
Notary Public

{NOTORIAL SEAL}

My Commission Expires: \_\_\_\_\_

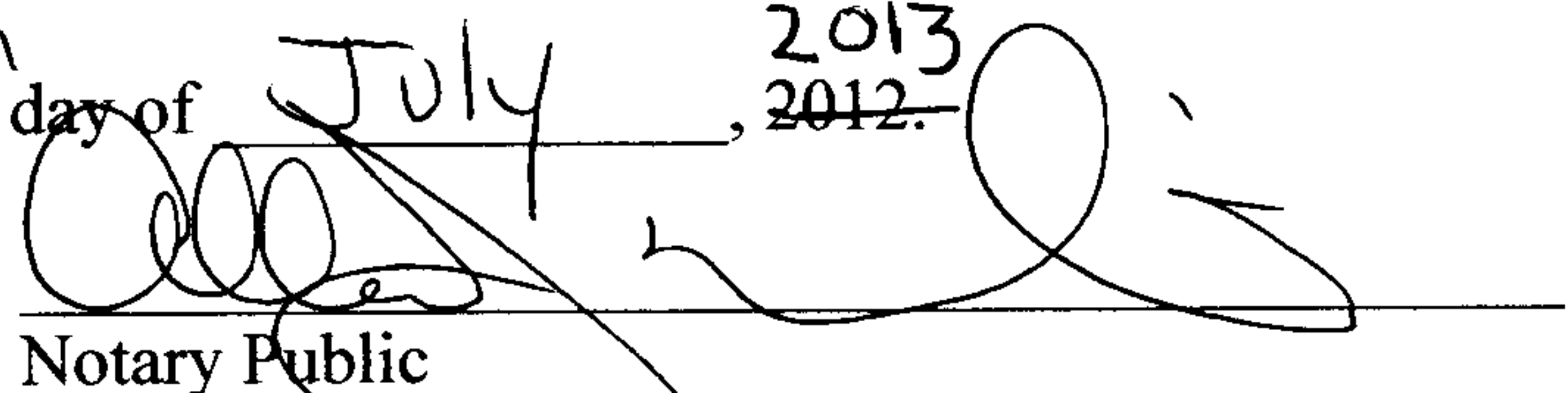
MY COMMISSION EXPIRES MARCH 12, 2017

STATE OF ALABAMA

COUNTY OF SHELBY

I, \_\_\_\_\_, a notary public in and for said County, in said State, hereby certify that **Lisa Buckner Oldham** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, she executed the same voluntarily.

Given under my hand this the 25<sup>th</sup> day of July, 2012, <sup>2013</sup>

  
Notary Public

{NOTORIAL SEAL}

My Commission Expires: \_\_\_\_\_


MY COMMISSION EXPIRES MARCH 12, 2017

## **Exhibit A**

### **Legal Description**

A parcel of land in the NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$  of Section 29, Township 20 South, Range 2 West, Shelby County, Alabama, described as follows:

Commence at the SE corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 29, Township 20 South, Range 2 West; thence North 0 degrees 49 minutes 08 seconds East along the east line of said  $\frac{1}{4}$   $\frac{1}{4}$  section a distance of 613.85 feet to the point of beginning; thence continue along the last described course and the east line of said  $\frac{1}{4}$   $\frac{1}{4}$  section a distance of 330.00 feet; thence North 89 degrees 10 minutes 52 seconds West a distance of 462.00 feet; thence South 0 degrees 49 minutes 08 seconds West a distance of 330.00; thence South 89 degrees 10 minutes 52 seconds East a distance of 462.00 feet to the point of beginning. Also a 20 foot ingress and egress described in Deed Book 1995, at Page 05669.



20130813000329640 6/6 \$41.00  
Shelby Cnty Judge of Probate, AL  
08/13/2013 11:40:12 AM FILED/CERT